**Global Flavour Feast Market**

Sunday 9th February 2025

11.00am – 4.00pm

Summer Stage, Bunjil Place
2 Patrick Northeast Drive, Narre Warren, 3805

**TERMS AND CONDITIONS:**

**The Centre:** Refers to Bunjil place, a government-operated venue and organisation, including the City of Casey.
**The Stallholder:** Refers to the individual or business operating the market stall, selling goods at this event.

**Event:** Refers to the Global Flavour Feast, the one-day cultural celebration held at Bunjil Place as part of the Summer Stage program.

**Market:** Refers to the designated marketplace area within the Event where Stallholders will display and sell their Products.

**Products:** Refers to the goods or services that the Stallholder is offering for sale within the Market.

**Public Liability Insurance:** Refers to the insurance coverage that provides protection against claims arising from accidents, injuries, or damages to third parties during the Event.

**Site:** Refers to the specific stall location within the Market that has been allocated to a Stallholder.

The Supplier agrees to the following Terms and Conditions:

**Applications**

* Acceptance of a stallholder application will be determined by the Centre. Your application is reviewed on several factors to ensure a wide range of products, price points, and an overall great visitor experience.
* Stall locations are at the discretion of the Centre.
* As this market celebrates cultural heritage, by applying to host a stall, you agree that your products are original, independently designed, handmade, and reflective of cultural craftmanship.
* The market accepts applications for food stalls selling pantry staples and ready-to-eat goods. However, no on-site cooking is permitted.
* Limited powered sites are available exclusively for food stallholders. Stallholders must indicate their power requirements during the application process. Please note that even if power requirements are flagged, allocation of powered sites is not guaranteed and will be subject to availability.
* Applications close 5.00 pm Sunday 13th October 2024.

**Set-Up and Pack Down**

* All stall holders have access to a stall site of 2 meters x 2 meters
* You will be supplied with a trestle table (180cm x 73 cm), a black tablecloth and two chairs only.
* The market will be held indoors, so the use of gazebos, marquees and similar is strictly prohibited.
* Stallholders should arrive from 9.30am – 10.30am to be ready for trade at 11.00am.
* Please use the bins provided for rubbish and ensure that your stall area is clean.
* The market will be held indoors, inside the Centre foyer. Vehicles cannot be driven onto the market site area. All day parking is available directly out the front of the Centre and surrounds.
* Please be courteous and sensible when loading and unloading and understand the need for patience.
* We will be working as a team with a view to creating flow and ease in the set-up and pack-down process.
* Pack down shall not commence before 4:00pm.
* We are all here for a good time, so get to know your neighbours and add to the overall energy and vibrancy of the market. Let’s make it an inviting and welcoming place.
* If you have any queries on the day, please find a member of staff.

**Child Safety**

* All stallholders and their party must hold a Working with Children Check (WWCC) card.
* A copy of the Working with Children Check card must be supplied to the Centre prior to market day.

**Insurance**

* If required, stallholders will be covered by the Centre’s Public Liability Insurance (PLI). If you have your own Public Liability Insurance (PLI), please upload a copy of your certificate of currency.
* Please note that public liability insurance does not include loss or damage to your own personal property, products, stock and/or equipment that you may have at or near your stall. Please ensure you have adequate insurance for the aforementioned as this is not the Centre's responsibility.

**Waste Management**

* Suppliers are asked to please manage their own waste and take it away with them at the conclusion of the event.

**Booking Amendments**

* Any changes to confirmed market bookings should be made in writing to the Centre as soon as they are known by the stallholder.
* Should the market need to be cancelled by the Centre, the Centre will provide all stallholders with as much notice as possible.

**Products**

* All products must be listed on your application form. The stallholder is responsible for ensuring all products comply with relevant Australian safety and compliance standards and are fit for purpose.

**Power**

Limited powered sites are available exclusively for food stallholders. Stallholders must indicate their power requirements during the application process. Please note that even if power requirements are flagged, allocation of powered sites is not guaranteed and will be subject to availability.

* Each stallholder will be provided with 1 x10 amp outlet. If you require additional outlets, please indicate this on your application. Any additional outlets are subject to availability.
* All electrical leads must be tagged and tested. If leads are purchased on the day of the event, please retain the receipt as proof of purchase and warranty.
* All cables must be securely managed to prevent tripping hazards. Taping cables to tiles and carpets is strictly prohibited. The Centre has a limited supply of cable trays available for use, which can be provided with prior arrangement—subject to availability.

**Occupational Health and Safety**

Safety is everyone’s responsibility onsite. Please report any hazards to Council. Any incidents or accidents must be reported to the Centre as soon as possible following the incident/accident.

* Any display systems must be erected and weighted securely at all times.
* All equipment must be in good repair and be operated in a safe manner. All stallholder equipment must remain within the stall site. For the safety of others, public access ways must remain clear at all times.

**Stallholder Indemnity**

The Supplier indemnifies the Council, its Councillors and staff from and against all actions, claims, losses, damages, penalties or demands consequent upon, occasioned by or arising from its performance or purported performance of its obligations under this Agreement, including, without limitation, any acts or omissions of the Supplier's agents and employees.

Whilst all care is taken, the City of Casey accepts no responsibility or liability for any equipment that is lost, stolen or damaged.

Without limiting the generality of any other provisions contained in these Terms & Conditions, the stallholder hereby indemnifies and holds Council, its Councillors and staff, harmless from and against all claims for loss arising in connection with or in relation to:

* The Stallholder’s occupation of the market;
* The sale or attempted sale of products, or any other products and services;
* Any injury or harm suffered by the Stallholder, its agents or employees;
* Any injury or harm caused to any property or suffered by any person as a direct or indirect consequence, in whole or part of any act or omission by the Stallholder;
* Any loss or damage to the Stallholder’s property regardless of the cause of that loss or damage;
* The death of any person as a consequence, in whole or in part, of any act of omission by the Stallholder;
* Any breach of these Terms and Conditions by the Stallholder;
* Any legal costs in a full indemnity basis incurred by Bunjil Place/City of Casey as a result of the Stallholder’s breach of these Terms and Conditions;
* Theft or damage of products, equipment or goods under the control of the stallholder;
* Any journey by the Stallholder to and from the Market; or
* Damage or injury to any property or person.

**Disclaimer**

The Stallholder acknowledges and agrees that Council, its Councillors and staff, makes no warranty or representation in relation to or in connection with the stallholder’s occupation or use of the market. Without limiting the generality of this clause, the Stallholder acknowledges and agrees that Council, its Councillors and staff, has made no warranty or representation to or in connection with:

* The prospects of the Stallholder for selling products at the Market;
* The Stallholder’s access to people visiting the Market or the access those people have to the Stallholder;
* The existence or number of products that will compete with the products for the attention of the prospective buyers;
* The existence or extent of services and/or facilities of any kind at the Market;
* The position within the Market that each stallholder will occupy;
* The suitability of the Market for any particular purpose or the existence of any latent or patent defect at the Market;
* The extent, if any, to which other visitors to the Market might interfere with the
* Stallholder’s use of the Market;
* The existence or extent of any advertising or promotional activity or material that may or may not be published or undertaken by the Untold Events Co;
* The existence or extent of any security measures undertaken to protect the Stallholder, the Products and/or the Market against criminal activity; or
* The existence or extent of any security at the Market.

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